

EXHIBIT 5



January 3, 2017

To: Denis Dreni

Dear Denis,

Pursuant to our annual review of commission rates we provide herein your Compensation Plan, effective January 1, 2017 to December 31, 2017.

2017 Compensation Plan

Position: Director of Strategic Alliances & Enterprise Accounts

Duties and Responsibilities: As assigned by the VP Sales & Marketing, including but not limited to:

Develop, implement and manage defined channel strategy;

Work collaboratively with PrinterOn Executive Team to review, refine and implement PrinterOn business;

Work collaboratively with PrinterOn Product Management and Marketing to review, refine and implement product and marketing strategy;

Assigned global account billings responsibility within regions, channels, and products as agreed with VP Sales & Marketing;

Responsible and accountable for overall account strategy for defined global accounts and coordination of implementation with regional Channel Managers;

Responsible for strategic account plan for defined accounts, tracking global activities, critical path items, etc.

Defined Accounts for the January 1, 2017 to December 31, 2017 period include:

- Samsung
- Nuance
- QBSI
- ACDI
- Envisionware
- X-Central
- Oberon, Data Scan et al.
- Other named Enterprise account opportunities as defined by the VP of Sales or CEO

Please note that the Defined Accounts will be reviewed and revised by the VP Sales & Marketing at his discretion in each subsequent fiscal period.

Target Market: Enterprise Market

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Enterprise End Users and Channel Partners
Strategic Partner relationships
Public Print Market
List of partners/targets to be reviewed/revised on an ongoing basis

"Other assigned opportunities" as defined, identified and approved by the VP Sales & Marketing.

Annual Invoice Target: US\$3,500,000 Invoiced Billings (excluding subscription renewals and maintenance renewals) in your Target Market for January 1, 2017 to December 31, 2017. This Annual Invoice Target will be reviewed annually after which it may be changed at the discretion of an Officer of the Corporation.

Annual Base Compensation: Salary: US\$225,000

Variable Compensation: All variable compensation will be renewed annually in conjunction with review of your Annual Invoice Target and Defined Accounts, after which it may be changed at the discretion of an Officer of the Corporation. Variable Compensation on Annual Invoice Target will be paid monthly, in arrears.

1.5% of your invoiced sales in your Target Market up to the first US\$2,100,000.

4.25% of your invoiced sales in your Target Market between US\$2,100,000 and US\$3,500,000.

5.31% of your invoiced sales in your Target Market over US\$3,500,000.

Commission on hardware sales (excluding demonstration sales) for customers in your Target Market will be paid at half the applicable rates above, only if PrinterOn's gross margin achieved on the sale is 30% or more; if less than 30%, the commission rate will be nil. Where commission is paid on hardware sales, such sale shall be considered toward your quota achievement. The 30% minimum margin is subject to change based on changes to PrinterOn's cost base of the products. As of the date of this agreement, the current minimum prices are as follows:

PrintValet - US\$125 or equivalent local currency.

PrintConnect - US\$275 or equivalent local currency.

PrinterOn may add additional hardware to its product line during the year and will outline any related compensation policies at the time of introduction of such hardware to the approved price lists.

Invoices uncollected within 90 days of invoice due date will result in reversal of commissions paid, which will be deducted from future commissions. Subsequent invoice payment will result in reinstatement of the commission.

Extraordinary Sales, as identified by the VP Sales & Marketing or CEO, and applicability and rate for payment to you of any commissions on Extraordinary Sales, as identified by the Vice President of Sales & Marketing or CEO, will be assessed and if applicable, commissions may

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be paid after receipt of payment from the customer. Extraordinary Sales are defined as individual sales of a type outside of PrinterOn's standard for price or market or other factors as may be determined from time to time by the VP Sales & Marketing or CEO.

Specific Exclusions:

All activity related to the sale and licensing of patents is specifically excluded from the compensation package. There is no compensation earned as a result of any licensing or sale of patents by PrinterOn.

Any sale of corporate assets or capital stock is not eligible for compensation related payments.

We appreciate your contribution and look forward to your success in 2017.

Yours truly,

PRINTERON

A handwritten signature in black ink, appearing to read 'Angus Cunningham', is positioned above the printed name and title.

Angus Cunningham
CEO

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